

**BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY**

Meeting Date: July 20, 2005

Division: Public Works

Bulk Item: Yes X No     

Department: Facilities Maintenance *J.V.*

Staff Contact Person: Ann Riger

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**AGENDA ITEM WORDING:** Approval to renew the contract with Sub Zero, Inc. for the central air conditioning maintenance and repair for the Lower Keys facilities.

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**ITEM BACKGROUND:** On October 19, 2005, the current contract with Sub Zero, Inc. will expire. In accordance with Article 3.05 (B) of the original contract dated September 17, 2003, the Owner has the option to renew the contract for two additional one-year periods. This renewal will exercise the final option to renew.

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**PREVIOUS RELEVANT BOCC ACTION:** On September 17, 2003, the BOCC approved to award bid and enter into a contract with Sub Zero, Inc. for the Lower Keys A/C Maintenance and Repair. On November 19, 2003, the BOCC approved to amend the Contract to include the Monroe County Juvenile Justice Center to the contract specifications. On August 18, 2004, the BOCC approved the first of two one-year renewal options, and on April 20, 2005, the BOCC approved a Contract Amendment to include the costs of additional refrigerants for replacement to the contract costs.

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**CONTRACT/AGREEMENT CHANGES:** To renew the contract commencing October 20, 2005 and expiring October 19, 2006. Contract prices remain unchanged.

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**STAFF RECOMMENDATIONS:** Approval as stated above.

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**TOTAL COST:** \$25,000 Not to Exceed

**BUDGETED:** Yes X No     

**COST TO COUNTY:** Same

**SOURCE OF FUNDS:** Ad Valorem

**REVENUE PRODUCING:** Yes      No X **AMOUNT PER MONTH**      **Year**     

**APPROVED BY:** County Atty X OMB/Purchasing X Risk Management X

**DIVISION DIRECTOR APPROVAL:**

*Dent Pierce 6/30/05*  
Dent Pierce

**DOCUMENTATION:** Included X Not Required     

**DISPOSITION:**     

**AGENDA ITEM #**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

**CONTRACT SUMMARY**

Contract with: Sub Zero, Inc. Contract # \_\_\_\_\_  
 Effective Date: 10/20/05  
 Expiration Date: 10/09/05 *10-19-06*  
 Contract Purpose/Description:  
Central air conditioning maintenance and repair for the Lower Keys facilities.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Contract Manager: Ann Riger 4549 Facilities Maint/Stop #4  
 (Name) (Ext.) (Department/Stop #)  
 for BOCC meeting on 07/20/05 Agenda Deadline: 07/05/05

**CONTRACT COSTS**

Total Dollar Value of Contract: \$ 25,000 Current Year Portion: \$ 0  
 Budgeted? Yes ☒ No ☐ Account Codes: 001-20501-530-340-  
101-20505-530-340-  
 Grant: \$ N/A  
 County Match: \$ N/A \_\_\_\_\_  
 \_\_\_\_\_

**ADDITIONAL COSTS**

Estimated Ongoing Costs: \$ \_\_\_\_\_/yr For: \_\_\_\_\_  
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

**CONTRACT REVIEW**

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>6/30/05</u>	Yes <input type="checkbox"/> No <input type="checkbox"/>	<u>[Signature]</u>	<u>6/30/05</u>
Risk Management	<u>6-9-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Sleink</u>	<u>6-9-05</u>
O.M.B./Purchasing	<u>6-13-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6/17/05</u>
County Attorney	<u>6-9-05</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>6-10-05</u>

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**RENEWAL AGREEMENT**  
(Lower Keys Central A/C Maintenance and Repair)

THIS RENEWAL AGREEMENT is made and entered into this 20<sup>th</sup> day of July, 2005, between the COUNTY OF MONROE and SUB ZERO, INC. in order to renew the agreement between the parties dated September 17, 2003, as amended on November 19, 2003 and April 20, 2005, and renewed on August 18, 2004 (copies of which are incorporated hereto by reference); as follows:

1. In accordance with Article 3.05 (B) of the original Agreement dated September 17, 2003, the Owner exercises the final of two options to renew the Agreement for an additional one-year period.
2. The term of the renewed agreement will commence on October 20, 2005, and terminate October 19, 2006.
3. In all other respects, the original agreement dated September 17, 2003, as amended on November 19, 2003 and April 20, 2005, and as renewed on August 18, 2004, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

Attest: Danny L. Kolhage, Clerk

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Witness: Nancy Johnson

SUB ZERO, INC.

Witness: Debra Castillo

By: [Signature]

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

[Signature]  
SUSAN M. GRIMSLEY  
ASSISTANT COUNTY ATTORNEY

**CONTRACT AMENDMENT**  
(Lower Keys Central A/C Maintenance and Repair)

THIS CONTRACT AMENDMENT is made and entered into this 20<sup>th</sup> day of April, 2005, between the COUNTY OF MONROE and SUB ZERO, INC. in order to amend the agreement between the parties dated September 17, 2003, as amended on November 19, 2003, and as renewed on August 18, 2004 (copies of which are incorporated hereto by reference); as follows:

1. Add to Article 3.03, The Contract Sum, paragraph C, Freon charges as follows:

R-11	\$28.50 per pound
134 A	\$14.00 per pound
408 A	\$19.50 per pound
404 A	\$15.00 per pound
123	\$12.00 per pound

2. In all other respects, the original agreement dated September 17, 2003, as amended on November 19, 2003, and as renewed on August 18, 2004, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

Attest: Danny L. Kolhage, Clerk

By: *[Signature]*

Deputy Clerk

By: *[Signature]*

Mayor Dixie M. Spehar  
BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: *[Signature]*

SUB ZERO, INC.

Witness: *[Signature]*

Witness: *[Signature]*

By: See above

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

*[Signature]*  
SUZANNE A. HUTTON

ASSISTANT COUNTY ATTORNEY

Date 3/10/05



**RENEWAL AGREEMENT**  
(Lower Keys Central A/C Maintenance and Repair)

THIS RENEWAL AGREEMENT is made and entered into this 18<sup>th</sup> day of August, 2004, between the COUNTY OF MONROE and SUB ZERO, INC. in order to renew the agreement between the parties dated September 17, 2003, and as amended on November 19, 2003 (copies of which are incorporated hereto by reference); as follows:

1. In accordance with Article 3.05 (B) of the original Agreement dated September 17, 2003, the County exercises its first of two options to renew the Agreement for an additional one-year period.
2. The term of the renewed agreement will commence on October 20, 2004, and terminate October 19, 2005.
3. In all other respects, the original agreement dated September 17, 2003, and as amended on November 19, 2003 remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.



Attest: Danny L. Kolhage, Clerk

By: Isabel C. D'Antis

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: Murray E. Nelson

SUB ZERO, INC.

Witness: D.R. Eggen

Witness: [Signature]

By: [Signature]

[Signature]  
7/27/04

CONTRACT AMENDMENT  
(Lower Keys Central A/C Maintenance and Repair)

THIS CONTRACT AMENDMENT is made and entered into this 19<sup>th</sup> day of November, 2003, between the COUNTY OF MONROE and SUB ZERO, INC. in order to amend the agreement between the parties dated September 17, 2003, (a copy of which is incorporated hereto by reference); as follows:

1. Revise Section Two – CONTRACT SPECIFICATIONS Paragraph E to include inlist the Monroe County Juvenile Justice Center located at 5503 College Road, Stock Island.
2. All contract obligations and issues pertaining to the Lower Keys Central Air Conditioning Maintenance and Repair pertain to the Monroe County Juvenile Justice Center.
3. In all other respects, the original agreement dated September 17, 2003, remains in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seal, the day and year first written above.

Attest: Danny L. Kolhage, Clerk

By: *[Signature]*

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: *[Signature]*

SUB ZERO, INC.

By: *[Signature]*

Witness: *[Signature]*

Witness: *[Signature]*

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
*[Signature]*  
ROBERT N. WILFEE  
CHIEF ASSISTANT COUNTY ATTORNEY  
Date 11-19-03

### **SECTION THREE CONTRACT**

THIS AGREEMENT, made and entered into this 17<sup>th</sup> day of September, 2003, A.D., by and between MONROE COUNTY, FLORIDA, (hereinafter sometimes call the "owner"), and Sub Zero, Inc., (hereinafter called the "Contractor").

WITNESSED: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follow:

#### **3.01 THE CONTRACT**

The contract between the owner and the contractor, of which this agreement is a part, consists of the contract documents.

#### **3.01 THE CONTRACT DOCUMENTS**

The contract documents consist of this agreement, the specifications, all change orders, and any addenda issued hereafter, any other amendments hereto executed by the parties hereafter, together with the bid proposal and all required insurance documentation.

#### **3.02 SCOPE OF THE WORK**

The Contractor shall furnish all labor, materials, equipment, machinery, tools, apparatus, and transportation, and perform all of the work described in the Specifications entitled:

**Central Air Conditioning  
Maintenance and Repair  
Lower Keys Facilities  
Up to and Including Big Pine Key  
Monroe County, Florida**

And his bid dated July 30, 2003 each attached hereto and incorporated as part of this contract document. The specifications shall serve as minimum contract standards, and shall be the basis of inspection and acceptance of all the work.

#### **3.03 THE CONTRACT SUM**

The Owner shall pay to the Contractor for the faithful performance of the Contract, in lawful money of the United States, as follows:

- A. The actual cost of parts and materials purchased from the manufacturer plus 30% used by the Contractor to fulfill the obligations of the Contract. Manufacturer's invoice must accompany all requests for payment for any part which exceeds \$100.00, and may be requested at the discretion of the Owner for any part, regardless of the cost
- B. The cost of labor and equipment used by the contractor to fulfill the obligation of the Contract. The labor and equipment costs will be calculated using the unit prices set forth in the Contractor's bid as follows:

- 1 Labor - normal working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays

\$64.00 per hour, mechanic  
\$70.00 per hour, mechanic plus helper

- 2 Labor - overtime rate for hours other than the normal working hours as stated above, including holidays  
\$72.00 per hour, mechanic  
\$80.00 per hour, mechanic plus helper

Such costs must be documented for each repair and/or maintenance job and included with all Applications for Payment

- C Freon for recharging systems:  
1) R-22 \$10.54 per pound  
2) R-12 \$48.50 per pound

- D. The total contract sum shall not exceed \$25,000.00 per year.

*The Contractor shall submit with his invoice the Application for Payment Details as shown in Section Two - Contract Specifications, page 9.*

### 3.04 CONTRACTOR'S ACCEPTANCE OF CONDITIONS

- A. The Contractor hereby agrees that he has carefully examined the site and has made investigations to fully satisfy himself that such site is correct and a suitable one for this work and he assumes full responsibility therefore. The provisions of the Contract shall control any inconsistent provisions contained in the specifications. All specifications have been read and carefully considered by the Contractor, who understands the same and agrees to their sufficiency for the work to be done. Under no circumstances, conditions, or situations shall this Contract be more strongly construed against the Owner than against the Contractor.
- B. Any ambiguity or uncertainty in the specifications shall be interpreted and construed by the Owner, and his decision shall be final and binding upon all parties.
- C. The passing, approval, and/or acceptance by the Owner of any of the services furnished by the Contractor shall not operate as a waiver by the Owner of strict compliance with the terms of this Contract, and specifications covering the services. Failure on the part of the Contractor, immediately after Notice to Correct shall entitle the Owner, if it sees fit, to correct the same and recover the reasonable cost of such replacement and/or repair from the Contractor, who shall in any event be jointly and severally liable to the Owner for all damage, loss, and expense caused to the Owner by reason of the Contractor's breach of this Contract and/or his failure to comply strictly and in all things with this Contract and with the specifications.

### 3.05 TERM OF CONTRACT/RENEWAL

- A This contract shall be for a period of one (1) year, commencing October 20<sup>th</sup> 2003, and terminating October 19, 2004.

- B. The Owner shall have the option to renew this agreement after the first year, and each succeeding year, for two additional one year periods.

### 3.06 HOLD HARMLESS

The Contractor covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims for bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the Contractor or any of its Subcontractor(s) in any tier, occasioned by the negligence, errors, or other wrongful act of omission of the Contractor or its Subcontractors in any tier, their employees, or agents.

In the event the completion of the project (to include the work of others) is delayed or suspended as a result of the Contractor's failure to purchase or maintain the required insurance, the Contractor shall indemnify the County from any and all increased expenses resulting from such delay.

The first ten dollars (\$10.00) of remuneration paid to the Contractor is for the indemnification provided for above.

The extent of liability is in no way limited to, reduced, or lessened by the insurance requirements contained elsewhere within this agreement.

### 3.07 INDEPENDENT CONTRACTOR

At all times and for all purposes under this agreement the Contractor is an independent contractor and not an employee of the Board of County Commissioners for Monroe County. No statement contained in this agreement shall be construed so as to find the contractor or any of his/her employees, contractors, servants, or agents to be employees of the Board of County Commissioners for Monroe County.

### 3.08 ASSURANCE AGAINST DISCRIMINATION

The Contractor shall not discriminate against any person on the basis of race, creed, color, national origin, sex, age, or any other characteristic or aspect which is not job related, in its recruiting, hiring, promoting, terminating, or any other area affecting employment under this agreement or with the provision of services or goods under this agreement.

### 3.09 ASSIGNMENT/SUBCONTRACT

The Contractor shall not assign or subcontract its obligations under this agreement, except in writing and with the prior written approval of the Board of County Commissioners for Monroe County and Contractor, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This paragraph shall be incorporated by

reference into any assignment or subcontract and any assignee or subcontractor shall comply with all of the provisions of this agreement. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the board in addition to the total agreed-upon price of the services/goods of the contractor.

### **3.10 COMPLIANCE WITH LAW**

In providing all services/goods pursuant to this agreement, the contractor shall abide by all statutes, ordinances, rules and regulation pertaining to, or regulating the provisions of, such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the contractor. The contractor shall possess proper licenses to perform work in accordance with these specifications throughout the term of this contract.

### **3.11 INSURANCE**

Prior to execution of this agreement, the contractor shall furnish the Owner Certificates of Insurance indicating the minimum coverage limitations as indicated by an "X" on the attached forms identified as INCKLST 1-5, as further detailed on forms WC1, GL1, and VL1, each attached hereto and incorporated as part of this contract document, and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department.

### **3.12 FUNDING AVAILABILITY**

In the event that funds from Facilities Maintenance Contractual Services are partially reduced or cannot be obtained or cannot be continued at level sufficient to allow for the purchase of the services/goods specified herein, this agreement may then be terminated immediately at the option of the Board of County Commissioners by written notice of termination delivered in person or by mail to the contractor. The Board shall not be obligated to pay for any services provided by the contractor after the contractor has received written notice of termination.

### **3.13 PROFESSIONAL RESPONSIBILITY**

The Contractor warrants that it is authorized by law to engage in the performance of the activities encompassed by the project herein described, subject to the terms and conditions set forth in these contract documents. The provider shall at all times exercise independent, professional judgment and shall assume professional responsibility for the services to be provided. Continued funding by the Owner is contingent upon retention of appropriate local, state, and/or federal certification and/or licensure of contractor.

### **3.14 NOTICE REQUIREMENT**

Any notice required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:

FOR COUNTY  
Monroe County Facilities Maintenance  
3583 S. Roosevelt Blvd.  
Key West, FL 33040

FOR CONTRACTOR  
Sub Zero, Inc.  
6003 Peninsular Avenue  
Key West, FL 33040

3.15 CANCELLATION

- A) The County may cancel this contract for cause with seven (7) days notice to the contractor. Cause shall constitute a breach of the obligations of the Contractor to perform the services enumerated as the Contractor's obligations under this contract.
- B) Either of the parties hereto may cancel this agreement without cause by giving the other party sixty (60) days written notice of its intention to do so.

3.16 GOVERNING LAWS

This Agreement is governed by the laws of the State of Florida. Venue for any litigation arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to reasonable market value attorney's fees and costs.

3.17 CONTINGENCY STATEMENT

Monroe County's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Monroe County Board of County Commissioners.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

By: 09-17-03  
Deputy Clerk

Date: Sabyl C. DeSantis

(SEAL)

Attest:

By: Dustin P. [Signature]  
WITNESS

Title: \_\_\_\_\_

By: [Signature]  
WITNESS

Title: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

By: [Signature]  
Mayor/Chairman

CONTRACTOR  
SUB ZERO, INC.

By: [Signature]

Title: Pres.

MONROE CO.  
APPROVED BY: [Signature]  
ROBERT N. WOLFE  
CHIEF ASSISTANT COUNTY CLERK  
Date: 09-17-03